



RESOLUTION No. 20-456

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO APPROVE COUNTY CONTRACT NO. 710000 WITH BENNETT ENGINEERING SERVICES, INC., FOR ENGINEERING AND DESIGN SERVICES FOR THE HIGGINS AREA – RESIDENTIAL OFF-SITE IMPROVEMENTS PROJECT 19-PGP-13441, IN THE AMOUNT OF \$263,283 – DISTRICT II

WHEREAS, on March 24, 2020, the Board of Supervisors adopted Resolution 20-100 approving the acceptance of Senate Bill 2 (SB2) Planning Grants Program (PGP) funds in the amount of \$310,000 for the Higgins Area – Residential Off-site Improvement Project; and

WHEREAS, the two formal proposals received in response to a Request for Qualifications (RFQ) released May 22, 2020, were reviewed and evaluated based on the scoring methodology identified in the RFQ; and

WHEREAS, Bennett Engineering Services, Inc., was selected as the highest-ranking firm and will provide these services for a maximum amount not to exceed \$263,283; and

WHEREAS, the contract will run from October 27, 2020, through December 31, 2021; and

WHEREAS, funds are available in budget account 1114-30104-702-6000/521520.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Nevada County, that it approves the Professional Services Agreement between the County of Nevada and Bennett Engineering Services Inc. in the form attached hereto and authorizes the Chair of the Board of Supervisors to execute the Contract on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of October, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

10/27/2020 cc: DPW*
AC*
BES, Inc

Administering Agency: Nevada County Department of Public Works

Contract No. 710000

Contract Description: Higgins Area – Residential Off-site Improvements Project 19-PGP-13441

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of October 27, 2020 by and between the County of Nevada, ("County"), and Bennett Engineering Services Inc. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred and Sixty Three Thousand Two Hundred and Eighty Three Dollars (\$263,283).**
3. **Term** This Agreement shall commence on October 27, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: December 31, 2021.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To

the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
20. **Termination**
 - A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its

performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**

- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made

by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Attn: Richard Poole

Phone: 530-265-7104

CONTRACTOR:

Bennett Engineering Services Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

Attn: Michael Massaro

Phone: 916-783-4100

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By:

Heidi Hall

Date:

10/27/2020

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By:

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Julie Patterson Hunter

CONTRACTOR:

Bennett Engineering Services Inc.

By:

Leo Rubio

Date: 10/13/2020

Name:

Leo Rubio

* Title:

President

By:

Stacey Lynch

Date: 10/13/2020

Name:

Stacey Lynch

* Title:

Vice President/ Secretary

****If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A
SCHEDULE OF SERVICES

Scope of Services – Higgins Residential Site Improvements



TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100

F 916.783.4110

www.ben-en.com

Client: Nevada County
Consultant: Bennett Engineering Services Inc.
Project: Higgins Area – Residential Off-Site Improvements
Date: July 31, 2020

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

TASK 1. Project Management

Subtask 1.1. Project Administration

BEN|EN's Project Manager will submit monthly project status updates and invoicing. BEN|EN will also manage the project schedule, subconsultant work, and integrate deliverables.

Subtask 1.2. Project Meetings

BEN|EN will attend a project management kick-off meeting (to be scheduled by Nevada County staff). BEN|EN's Project Manager will coordinate regular monthly progress meetings (assumes 9) and design review meetings following each submittal (assumes 3), provide agenda and minutes, document design decisions, and track changes in scope and budget. Meetings will include design review meetings with Nevada County Staff at the Preliminary Design Memorandum (30%), 60%, and 90% design deliverables.

Subtask 1.3. Quality Control

BEN|EN's Quality Control Program will be implemented and constructability reviews will be conducted by senior BEN|EN staff prior to submittal of the Preliminary Design Memo, 60%, 90%, and 100% PS&E submittals.

TASK 2. Background Research

Subtask 2.1. Site visits

The BEN|EN team will visit the site as needed for investigation of existing conditions, examination of existing utilities, field reconnaissance of the project and its immediate surroundings, and field meetings to clarify intent of the project. (Assumes 3)

Subtask 2.2. Document Research

BEN|EN will research and review existing topographic mapping, right of way maps, "as-built" plans, record maps, surveys, assessor maps, improvement plans, and other available documents for the project.

Subtask 2.3. 30% Plans and Technical Memorandum

BEN|EN will produce preliminary plans for utility coordination and project definition in evaluating Environmental Impacts and Permitting. A technical memorandum will be produced evaluating water capacity and water demands for both domestic flows and fire flows to each development. Sewer flows and loads will also be estimated for coordination with Nevada County Sanitation District.

INITIALS:

Subtask 2.4. Potholing

BEN|EN's subconsultant will pothole the key pipeline crossings of the new water mains and sewer connections to verify its location as well as other critical utility crossings. (Assumes 5)

Subtask 2.5. Survey

Subtask 2.5.a Document Research

BEN|EN's subconsultant, UNICO Engineering, review existing topographic mapping, right of way maps, "as-built" plans, record maps, surveys, assessor maps, improvement plans, and other available documents for the project.

Subtask 2.5.b Boundary Survey

Using the available documentation, UNICO Engineering, will locate property boundaries including existing Nevada County easements.

Subtask 2.5.c Topographic Survey

UNICO Engineering will locate available monuments and establish field survey control for this project. Horizontal control will be on NAD-83 California State Plane coordinate system. UNICO will use USGS benchmarks for vertical control. Topographic survey will be conducted and will include one foot contours with intermediate spot elevations to capture trees larger than 6 inches, fences, visible utility appurtenances, buildings, curb gutter sidewalk, pot-holed existing Cement Hill Pipeline, and adjacent critical utilities identified through the utility letter process and USA markings. Any survey monuments to be compromised by the project will be documented in compliance with Section 8771(b) of the California Professional Land Surveyors Act both prior to and after construction.

Subtask 2.5.d Prepare Base Mapping

Using verified property information and topographic mapping, UNICO Engineering, will prepare a base map on ACAD for use on the design of this project. The project base map will include existing topography, utility, survey monuments, and other existing information relevant to the design of the project. The base map will be sufficient to include all necessary improvements. UNICO will make maximum use of existing topography prepared for Nevada County.

Subtask 2.6. Geotechnical Investigations

BEN|EN's subconsultant, GEOCON, will provide site investigation and prepare a geotechnical report for this project. The purpose of the geotechnical investigation will be to evaluate subsurface conditions at select locations along the proposed alignment and provide geotechnical conclusions and recommendations for the design of the project as currently proposed. The investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. The geotechnical scope subtasks are as follows:

- Review available design/conceptual plans to select exploratory test pit locations.
- Perform a site reconnaissance to review project limits, determine exploration equipment access and mark out exploration locations for subsequent utility clearance.
- Prepare applications and obtain encroachment permits from Nevada County. We assume one permit will be required and the County will waive any permit fees.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.
- Based on the mapped geology at the site (metasedimentary and metavolcanic rock), conventional exploratory borings typically encounter shallow refusal and do not provide meaningful subsurface information for geotechnical evaluation purposes and therefore, we do

not believe borings are necessary. We propose to perform test pits in lieu of conventional borings.

- Perform four (4) test pits using a rubber-tire backhoe equipped with an 18- to 24-inch bucket with rock teeth to depths ranging from approximately 10 to 15 feet or refusal, whichever is shallower. Test pit locations will likely be in the County right-of-way but will be away from paved areas.
- Obtain representative soil samples from the test pits.
- Provide the necessary traffic control measures during our fieldwork in accordance with Nevada County encroachment permit requirements. We assume shoulder closures will be sufficient.
- Log the test pits in accordance with the Unified Soil Classification System.
- Upon completion, test pits will be backfilled with the excavated soil and tamped down with the backhoe bucket.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze the field and laboratory testing data and develop geotechnical recommendations and design parameters with respect to utility installation for the proposed improvements. We will prepare a summary report with our findings, conclusions, and recommendations. The report will include:
 - Site plans showing the locations of the exploratory test pits
 - Logs of the exploratory test pits, including depth to groundwater (if encountered)
 - Laboratory test results
 - Anticipated excavation characteristics
 - Trench backfill and compaction recommendations
 - Temporary excavation and shoring considerations
 - Pipeline soil loading design criteria (lateral earth pressures, modulus of soil reaction, friction coefficient)
 - Screening-level soil corrosion potential and associated recommendations

Deliverable:

- submit a draft report for review followed by five, wet-signed and stamped originals and one electronic copy (PDF format) of our final report.

Subtask 2.7. Utility Coordination

BEN|EN will coordinate with various utilities and agencies (NID, AT&T, PG&E, Suddenlink, etc.) requesting existing utility mapping for the project alignment. BEN|EN will identify existing utilities that will be impacted by the project and shall coordinate the relocation of utility lines and appurtenances, if required.

TASK 3. Environmental Compliance Assessment

Ascent and their subconsultant, Natural Investigations Company, will prepare biological and archaeological resources assessments of the Higgins Area Residential Off-site Improvements project area. Based on discussions with BEN|EN, the subject alignment extends from Cameo Drive south to Combie Road along the eastern border of the 22630 Cameo Drive parcel and the Higgins Area FPD parcel. The subject alignment will then continue south along Higgins Road from Combie Road to Woodbridge Drive.

From the intersection of Higgins Road and Woodbridge Drive, the subject alignment will extend east to the 10415 Woodbridge Drive parcel.

This scope of work assumes that Bennett Engineering will provide a project description and drawings of the off-site improvement areas. Ascent will confirm with BEN|EN the project area to be evaluated prior to initiating the tasks below.

Subtask 3.1. Biological Resources Assessment

Ascent will conduct a biological resources assessment of the off-site improvements project area. The two housing development project areas will not be included in the assessment, as the developer will be conducting those assessments.

Subtask 3.1.a Database Review and Field Survey

Ascent will conduct records searches of the California Natural Diversity Database, California Native Plant Society Rare Plant Program database, and National Wetland Inventory. A reconnaissance-level field survey will be conducted to categorize and map land cover types within the project area. Focused surveys or an aquatic resource delineation would not be conducted unless requested and authorized through a contract amendment.

Deliverables:

- Database search results
- Land cover map

Subtask 3.1.b Biological Constraints Report

The methods and results of the biological constraints analysis will be summarized in a technical report and will include a land cover map that can be used to describe habitat suitability for special-status species and potential wetlands. The likelihood for sensitive biological resources to be present in the off-site improvements area will be evaluated based on habitat suitability, site reconnaissance, and documented occurrences. Key laws and regulations that protect biological resources relevant to the off-site improvements will be summarized in the report. Recommendations to avoid or minimize impacts to sensitive biological resources will be included. In addition, the report will discuss whether biological resources permits may be required for the off-site improvements.

Deliverable:

- Biological Constraints Report

Subtask 3.2. Archaeological Resources Assessment

An archaeological resources assessment will be conducted by Natural Investigations Company, as a subconsultant to Ascent, under the provisions of CEQA (CCR 14 Section 15064.5 and PRC Section 21083.2).

Subtask 3.2.a CHRIS, UCMP, and NAHC Search

Natural Investigations will conduct a California Historical Resources Information System (CHRIS) records search within a 0.25-mile radius of the proposed project area (linear distance [~0.50 miles] between Woodridge Drive and Cameo Drive) at the North Central Information Center (NCIC) in Sacramento. The NCIC houses cultural resources records; the primary purpose of the CHRIS records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project area. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted in the project area.

Natural Investigations will assess the potential for paleontological resources in the project area. This assessment would include a review of geologic maps and a record search of the

online database maintained by the University of California Museum of Paleontology at Berkeley (UCMP).

Additionally, Natural Investigations will contact the Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information.

Subtask 3.2.b Pedestrian Survey

Natural Investigations will conduct an intensive pedestrian survey of the linear project area. Archaeologists will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all portions of the project area. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance level, typically at 20- to 40-meter transects.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that the cultural resources survey will be negative for prehistoric and historic resources (i.e., no previously unrecorded cultural resources will be encountered and no previously recorded cultural resources will require updates). No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Subtask 3.2.c Cultural Resources Technical Report

Upon completion of the literature review, UCMP and NAHC search, and pedestrian survey, Natural Investigations will prepare a technical report. The report will document the results of the literature review, UCMP and NAHC search, and field survey, as well as provide management recommendations for resources within or near the project area. The report will meet the Secretary of the Interior's Standards and Guidelines and will follow Archaeological Resource Management Reports: Recommended Contents and Format Guidelines. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that BEN|EN will provide a project description.

TASK 4. Construction Document Preparation

Plans, Specifications, and Estimate

BEN|EN prepare a complete set of project Plans, Specifications, and Engineer's Opinion of Probable Construction Cost (Estimate), to be used for project bidding and construction. All project documents will be based on the Nevada County and NID Design Standards and will directly reference the Nevada County Standard Details where appropriate. Improvement plans will include a minimum of pipeline plan and profile plans, traffic control plans; details; survey control sheet; and index sheet. Improvement plans will be prepared in AutoCAD 2017 compatible format. Specifications will be prepared in the Construction Specifications Institute (CSI) Master Format 2016 format. BEN|EN will submit one electronic (PDF format) copy, five 11"x17", and one 24"x36" hardcopy sets of plans, five hardcopy sets of specifications, and one hardcopy estimate at each of the following stages of design completion to Nevada County for review and comment: 60%, 90% and 100% design completion. BEN|EN will include with each submittal a written response to comments matrix in response to the comments provided on the previous submittal. Plans specifications and estimates will be stamped and signed by a California Registered Engineer. BEN|EN will provide complete copies of the stamped and signed plans, specifications, and estimate. BEN|EN will provide one electronic (PDF format) copy and five 11"x17" hardcopy sets of plans, five hardcopy set of specifications, and one hardcopy estimate, and one 24"x36"

hardcopy set of plans in the final submittal. BEN|EN will also provide to Nevada County all drawing files in AutoCAD, the specifications in Word format, and the cost estimate in Excel format on a USB drive.

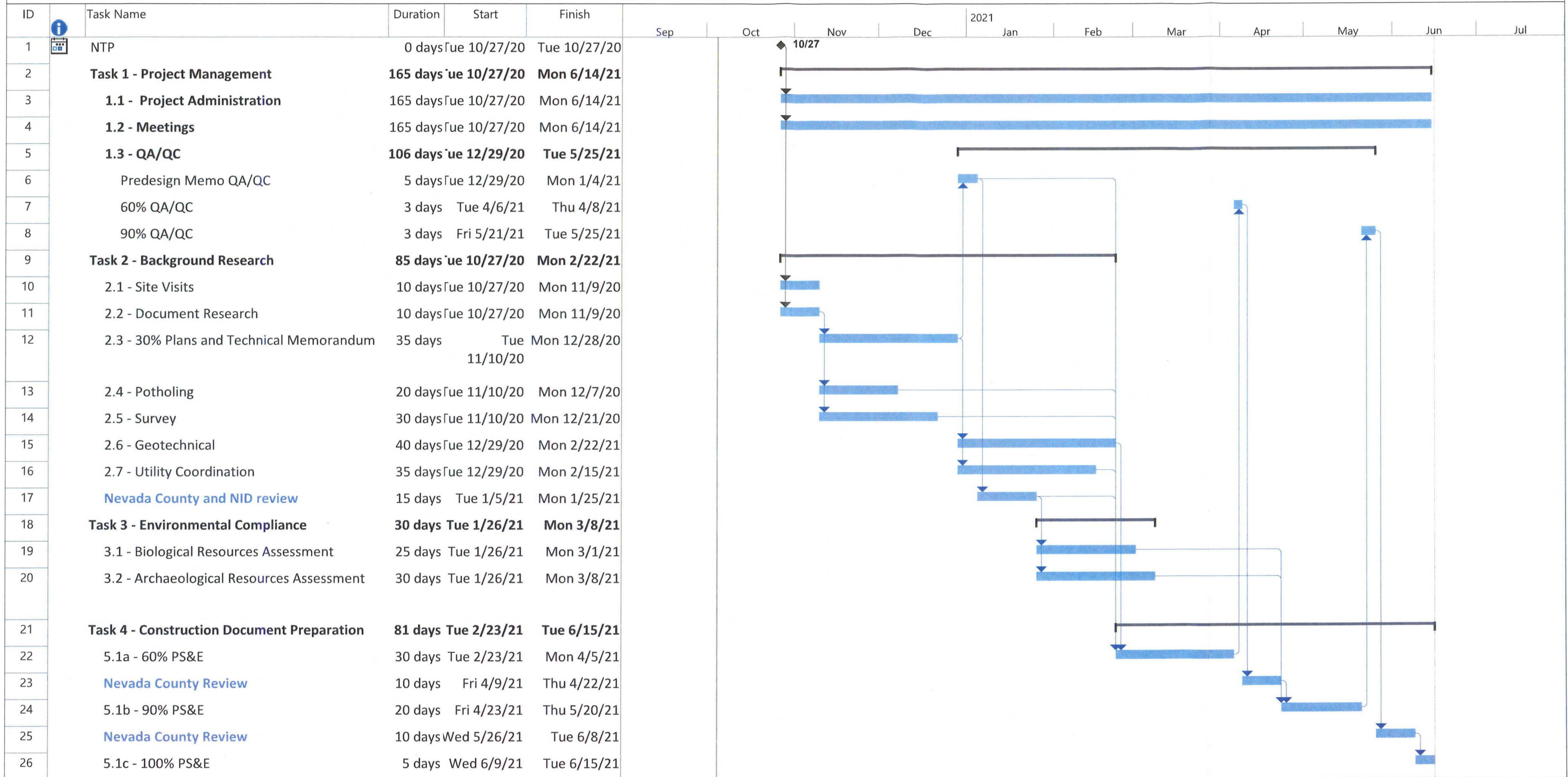
ASSUMPTIONS:

- Nevada County PM to schedule Project Kick-Off Meeting.
- Monthly progress meetings will be at Nevada County Offices or via Zoom.
- Nevada County to provide existing topographic mapping, right of way maps, “as-built” plans, record maps, surveys, assessor maps, improvement plans, and other available documents for the project.
- All outside agencies fees associated with environmental compliance will be paid by Nevada County.
- All outside agencies fees associated with environmental and encroachment permitting will be paid by Nevada County.
- Nevada County will cover the title request fees or provide preliminary title reports for the properties/easements.
- Easement acquisition will be coordinated by others.
- All fees associated with utility relocations charged by the utility providers will be paid by Nevada County.
- Nevada County shall prepare a single set of collated review comments after each submittal. BEN|EN will collate and consolidate comments from other agencies.
- Nevada County staff shall prepare board reports prior to the Nevada County Board Meeting for recommendation of award.

DELIVERABLES:

- Meeting Agendas and Minutes (Assume 9) (BEN|EN)
- AutoCAD base file of Topography and Right of Way (Unico)
- 3D Surface File (Unico)
- Point Files (Unico)
- Record Maps and Deeds (if requested) (Unico)
- Geotechnical Data Report - (GEOCON)
- Biological Constraints Report - (Ascent)
- Cultural Resources Report - (Natural Investigations)
- Pothole Report – (Discovery Hydrovac)
- Encroachment Permit Applications for County of Nevada – (BEN|EN)
- One electronic (PDF format) copy and five 11”X17” hardcopy sets of plans, one hardcopy set of specifications, and one hardcopy estimate at each of the following stages of design completion to Nevada County for review and comment: 60% and 90% Design – (BEN|EN)
- One electronic (PDF format) copy and five 11”X17” hardcopy sets of plans, one 22”X34” hardcopy set of plans, one hardcopy set of specifications, and one hardcopy estimate in the final (100%) submittal. – (BEN|EN)
- All drawing files in AutoCAD, the specifications in Word format, and the cost estimate in Excel format on a USB drive. – (BEN|EN)

Higgins Area - Residential Off-site Improvements Project Nevada County



Project: Project Schedule_SSWA_NC Date: Mon 10/5/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Payment Method

Payment method under this contract shall be cost plus fixed fee. The total payment under this contract shall include a not to exceed amount.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Nevada County
Department of Public Works
950 Maidu Ave.
Nevada City, CA 95959
Attn: Richard Poole

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

Fee Estimate



Client: Nevada County

Consultant: Bennett Engineering Services Inc.

Project: Higgins Residential Site Improvements

Date: July 31, 2020

Fee Estimate	Project Manager V 215 \$/hr		Engineer IV 194 \$/hr		Engineer II 168 \$/hr		Engineer I 153 \$/hr		Designer III 162 \$/hr		Labor Compliance Specialist 110 \$/hr		Project Controls Specialist 95 \$/hr		Administrative 80 \$/hr		BEN EN Subtotal		MISC. EXPENSES	UNICO - Surveying Contract	GEOCON - Geotechnical Contract	Ascent - Environmental Contract	Discovery Hydrovac - Potholing Contract	TOTAL	
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost							
Task 1 - Project Management																									
1.1 - Project Administration	20 hrs	\$4,300	6 hrs	\$1,164	hrs	\$0	hrs	\$0	hrs	\$0	4 hrs	\$440	16 hrs	\$1,520	6 hrs	\$480	52 hrs	\$7,904	\$400	\$0	\$0	\$0	\$0	\$8,304	
1.2 - Project Meetings	24 hrs	\$5,160	hrs	\$0	24 hrs	\$4,032	8 hrs	\$1,224	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	56 hrs	\$10,416	\$520	\$0	\$0	\$0	\$0	\$10,936	
1.3 - QA/QC	4 hrs	\$860	24 hrs	\$4,656	8 hrs	\$1,344	hrs	\$0	4 hrs	\$648	hrs	\$0	hrs	\$0	hrs	\$0	40 hrs	\$7,508	\$380	\$0	\$0	\$0	\$0	\$7,888	
Subtotal	48 hrs	\$10,320	30 hrs	\$5,820	32 hrs	\$5,376	8 hrs	\$1,224	4 hrs	\$648	4 hrs	\$440	16 hrs	\$1,520	6 hrs	\$480	148 hrs	\$25,828	\$1,300	\$0	\$0	\$0	\$0	\$27,128	
Task 2 - Background Research																									
2.1 - Site Visits	12 hrs	\$2,580	8 hrs	\$1,552	12 hrs	\$2,016	12 hrs	\$1,836	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	44 hrs	\$7,984	\$400	\$0	\$0	\$0	\$0	\$8,384	
2.2 - Document Research	4 hrs	\$860	8 hrs	\$1,552	8 hrs	\$1,344	24 hrs	\$3,672	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	44 hrs	\$7,428	\$370	\$0	\$0	\$0	\$0	\$7,798	
2.3 - 30% Plans and TM	8 hrs	\$1,720	8 hrs	\$1,552	16 hrs	\$2,688	60 hrs	\$9,180	32 hrs	\$5,184	hrs	\$0	hrs	\$0	hrs	\$0	124 hrs	\$20,324	\$1,020	\$0	\$0	\$0	\$0	\$21,344	
2.4 - Potholing	hrs	\$0	hrs	\$0	4 hrs	\$672	12 hrs	\$1,836	4 hrs	\$648	hrs	\$0	hrs	\$0	hrs	\$0	20 hrs	\$3,156	\$160	\$0	\$0	\$0	\$17,250	\$20,566	
2.5 - Survey	hrs	\$0	hrs	\$0	2 hrs	\$336	4 hrs	\$612	8 hrs	\$1,296	hrs	\$0	hrs	\$0	hrs	\$0	14 hrs	\$2,244	\$110	\$28,152	\$0	\$0	\$0	\$0	\$30,506
2.6 - Geotechnical Investigation	2 hrs	\$430	hrs	\$0	6 hrs	\$1,008	8 hrs	\$1,224	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	16 hrs	\$2,662	\$130	\$0	\$10,350	\$0	\$0	\$0	\$13,142
2.7 - Utility Coordination	hrs	\$0	8 hrs	\$1,552	4 hrs	\$672	32 hrs	\$4,896	4 hrs	\$648	hrs	\$0	hrs	\$0	hrs	\$0	48 hrs	\$7,768	\$390	\$0	\$0	\$0	\$0	\$8,158	
Subtotal	26 hrs	\$5,590	32 hrs	\$6,208	52 hrs	\$8,736	152 hrs	\$23,256	48 hrs	\$7,776	hrs	\$0	hrs	\$0	hrs	\$0	310 hrs	\$51,566	\$2,580	\$28,152	\$10,350	\$0	\$17,250	\$109,898	
Task 3 - Environmental Compliance																									
3.1 - Biological Resources Assessment	2 hrs	\$430	hrs	\$0	8 hrs	\$1,344	4 hrs	\$612	4 hrs	\$648	hrs	\$0	hrs	\$0	hrs	\$0	18 hrs	\$3,034	\$150	\$0	\$0	\$8,947	\$0	\$12,131	
3.2 - Archaeological Resources Assessment	2 hrs	\$430	hrs	\$0	4 hrs	\$672	2 hrs	\$306	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$1,408	\$70	\$0	\$0	\$6,716	\$0	\$8,194	
Subtotal	4 hrs	\$860	hrs	\$0	12 hrs	\$2,016	6 hrs	\$918	4 hrs	\$648	hrs	\$0	hrs	\$0	hrs	\$0	26 hrs	\$4,442	\$220	\$0	\$0	\$15,663	\$0	\$20,325	
Task 4 - Construction Document Preparation																									
4.1 - 60% PS&E	40 hrs	\$8,600	32 hrs	\$6,208	80 hrs	\$13,440	120 hrs	\$18,360	24 hrs	\$3,888	hrs	\$0	hrs	\$0	hrs	\$0	296 hrs	\$50,496	\$2,520	\$0	\$0	\$0	\$0	\$53,016	
4.2 - 90% PS&E	32 hrs	\$6,880	24 hrs	\$4,656	60 hrs	\$10,080	90 hrs	\$13,770	16 hrs	\$2,592	hrs	\$0	hrs	\$0	hrs	\$0	222 hrs	\$37,978	\$1,900	\$0	\$0	\$0	\$0	\$39,878	
4.3 - 100% PS&E	6 hrs	\$1,290	8 hrs	\$1,552	24 hrs	\$4,032	32 hrs	\$4,896	4 hrs	\$648	hrs	\$0	hrs	\$0	hrs	\$0	74 hrs	\$12,418	\$620	\$0	\$0	\$0	\$0	\$13,038	
Subtotal	78 hrs	\$16,770	64 hrs	\$12,416	164 hrs	\$27,552	242 hrs	\$37,026	44 hrs	\$7,128	hrs	\$0	hrs	\$0	hrs	\$0	592 hrs	\$100,892	\$5,040	\$0	\$0	\$0	\$0	\$105,932	
PROJECT TOTAL	156 hrs	\$33,540	126 hrs	\$24,444	260 hrs	\$43,680	408 hrs	\$62,424	100 hrs	\$16,200	4 hrs	\$440	16 hrs	\$1,520	6 hrs	\$480	1076 hrs	\$182,728	\$9,140	\$28,152	\$10,350	\$15,663	\$17,250	\$263,283	

Additional Fee Information

- ▶ This fee estimate is valid for 90 days from the date shown above.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- ▶ Rates are subject to change annually effective July 1st.

INITIALS:

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement

attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Bennett Engineering Services Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Professional Engineering and Design Services for Higgins Area – Residential Off-site Improvements Project 19-PGP-13441

SUMMARY OF MATERIAL TERMS

Maximum Contract Price: \$263,283
Contract Beginning Date: 10/27/2020 **Contract Termination Date:** 12/31/2021
Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies: Req'd

Commercial General Liability	(\$2,000,000)	<u>✓</u>
Automobile Liability	(\$1,000,000)	<u>✓</u>
Worker's Compensation	(Statutory Limits)	<u>✓</u>
Employers Liability	(\$1,000,000)	<u>✓</u>
Professional Errors and Omissions	(\$2,000,000)	<u>✓</u>

LICENSES AND PREVAILING WAGES

Designate all required licenses:
California Professional Engineer (PE)

NOTICE & IDENTIFICATION

Contractor:
Bennett Engineering Services Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

County of Nevada:
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Contact Person: Michael Massaro
(916) 783 4100
e-mail: MMassaro@ben-en.com

Contact Person: Richard Poole
(530) 265 7104
e-mail: richard.poole@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u>✓</u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Db,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes ✓ No

ATTACHMENTS

Designate all required attachments: Req'd

Exhibit A: Schedule of Services (Provided by Contractor)	<u>✓</u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>✓</u>
Exhibit C: Insurance Requirements (Required by Contractor)	<u>✓</u>